**Annexure II**

**K/W-2**

# BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

**TENDER FOR THE WORK OF**

**Estimate for the work of shifting of 100mm dia DI line at Jayanagara 22nd Cross Road & 11th Main road from 3rd Block Junction to Cool Joint, Jayanagar 4th block under Jayanagar s/s of AEE (S)-2-1 Sub Dvn.**

**(Through e-procurement portal only)**

http://www.eproc.karnataka.gov.in

**Office of the Executive Engineer,**
**BANGALORE WATER SUPPLY & SEWERAGE BOARD**
**South-2 division , 11th main ,35th cross,4th T block,**
**Jayanagar,Bangalore-41**

mail – eesouth2@bwssb.gov.in

| | | | |
|---|---|---|---|
| TENDER REFERENCE : | : | BWSSB/EES2/PB/ /2022-23<br>Dated: | |
| PERIOD OF SALE OF TENDER DOCUMENT | : | From: | To: |
| LAST DATE AND TIME FOR RECEIPT OF TENDERS | : | .2024 @ 16:00 Hrs | |
| PLACE OF OPENING OF TENDER | : | Office of the Executive Engineer,<br>BANGALORE WATER SUPPLY & SEWERAGE BOARD<br>South2 division , 11th main ,35th cross,4th T block, Jayanagar,Bangalore-41 | |
| TIME AND DATE OF OPENING OF TENDERS | : | .2024 after 16.00 Hrs | |
| ADDRESS FOR COMMUNICATION | : | Office of the Executive Engineer,<br>BANGALORE WATER SUPPLY & SEWERAGE BOARD<br>South2 division , 11th main ,35th cross,4th T block, Jayanagar,Bangalore-41<br><br>mail – eesouth2@bwssb.gov.in | |

## Contents


| Section No. | Description | Page |
|---|---|---|
| 1 | INVITATION FOR TENDERS (IFT) | 3 |
| 2 | INSTRUCTIONS TO TENDERERS (ITT) | 6 |
| 3. | FORM OF TENDER, AND QUALIFICATION INFORMATION | 17 |
| 4. | CONDITIONS OF CONTRACT (CC) | 22 |
| 6. | CONTRACT DATA | 36 |
| 7 | SPECIFICATIONS | 38 |
| 8. | BILL OF QUANTITIES | 39 |
| 9. | FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT | 40 |

## SECTION 1:


**BANGALORE WATER SUPPLY AND SEWERAGE BOARD**

**Office of the Executive Engineer,**

**BANGALORE WATER SUPPLY & SEWERAGE BOARD**

SOUTH2 DIVISION,

4TH T BLOCK, JAYANAGAR-41

Email:eesouth2@bwssb.gov.in


# INVITATION FOR TENDER

**(ONLY THROUGH E-PROCUREMENT PORTAL)**

**www.eproc.karnataka.gov.in**

**IFT No: BWSSB / EES2 / PB / /2024-25 Date:**

For and on behalf of the Bangalore Water Supply and Sewerage Board, **ITEMWAR TENDER/ Short Tender is** invited through e-procurement process with tender procedure in line with Rule 28 of the KTPP Act by the Executive Engineer, South2 Division 11th main ,35th cross,4th T block, Jayanagar, Bangalore-560041 for the following work from registered Agencies of appropriate class as indicated against each work of **BWSSB/KUWSDB/KPWD,** etc. Who are having adequate financial resources, past experience in similar nature of work possessing valid VAT registration. The Board keeps the right of acceptance or rejection of any tender without assigning any reasons.

The Tenderers are required to pay the Earnest Money Deposit only through e-procurement portal only using any of the four modes.

1. (1)Credit Card (Online Payment) (2) Direct Debit Using Internet Banking (Online Payment) (3) Remittance at the Bank Counter - Challan (Offline Payment) (4) NEFT (National Electronic fund transfer) (Offline payment). The details regarding their capability to undertake the tender (as detailed in ITT Clause 4) and the price tender shall be uploaded in the website. Technical details will be opened on the date and time mentioned in ITT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents may be downloaded from www.eproc.karnataka.gov.in website only. Interested tenderers may obtain further information at the same address.

3. Additional information related to e-procurement process can be obtained through the above mentioned website or contact e-procurement helpdesk No.**080-2550 1216 / 2550 1227**. The electronic tender comprising Technical and Financial bids will be operated as **Single Cover Tender system.**

4. Bidders can access tender documents from www.eproc.karnataka.gov.in website only and upload the required details; those are mentioned in

different sections in the bid document in to electronic tender on the website. Scanned documents those are required to be furnished as per Section 2, 3 & 4 of the bid document shall be submitted through e- procurement.

5. The Tender processing fee once paid will not be refunded.

6. **The Last date and time for Receipt of tenders will be on 3-9-24 upto 16:00Hrs and the date of opening of tender will be on 5-9-24 after 16.00 Hrs.**

**TABLE**

| Sl. No | Name of work | Amount put to tender | Earnest Money Deposit @ 2% (including GST) | Tender Processes sing fee | Period of Compl etion of work | Eligibility Class of Contractor |
|---|---|---|---|---|---|---|
| 1. | **Estimate for the work of shifthing of 100mm dia DI line at Jayanagara 22nd Cross Road & 11th Main road from 3rd Block Junction to Cool Joint, Jayanagar 4th block under Jayanagar s/s of AEE (S)-2-1 Sub Dvn.** | **Rs. 36,28,293/- (Excluding GST)** | **Rs.85,630/-** | **As per e-procureme nt portal** | **3 Month s** | **As per KTPP act** |

The Eligibility criterion for the above work is as follows:

- The tender is based on Single Cover System.
- Contractors should have registration in BWSSB or KPWD/KUWSDB.
- The tenderer Should have in the last 5 years period achieved in atleast two financial years an average annual financial turnover of rupees not less than, **42.81 lakhs**(profit and loss account, Balance sheet certified, Audited by Chartered Accountant are mandatory)
- The Tenderer should have satisfactorily completed one similar work to an extent **Rs.21.40Lakhs**
- Assessed available tender capacity = ( A*N*2.5 - B ) should be greater than the **Rs.42.81Lakhs.**

  Where,

  A = Maximum value of civil engineering works executed in any one year during the last five years taking into account the completed as well as works in progress.

  N = Number of years

  B = Value of on-going works

- Form of tender is mandatory to upload in e-procurement portal
- Third party will be nominated by BWSSB.
- Amount put to tender is excluding GST.Rates quoted shall be excluding GST.

  Qualification information:section 3 of clause 1.4A and 1.4B is mandatory

**Road cutting machine should be used mandatorily for cutting the approved width of road while executing the work as per circular No.BWSSB/CH/CAO-S/CHI/138/2019-20 Dt: 04.09.2019.**

**7.** The successful bidder would be required to give performance **bank guarantee of 5%** of the contract amount plus additional security **deposit for unbalanced bid amount** from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified, towards guarantee for completion of work within the stipulated period.

**8.** Applications / requisitions from joint venture Firms are not acceptable.

**9.** Bangalore Water Supply and Sewerage Board (BWSSB) reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

**10.** For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours (10:30hours to 17:00 hours).

**11.** List of documents to support qualification of bidder is to be uploaded to the e-procurement website www.eproc.karnataka.gov.in

**12.** Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

**13.** Other details can be seen in the tender documents.

Further details may be had from this office during the office hours on all working days.

Corrigendum/Addendum/Modification/corrections, if any, will be published in the Web site only.

**Executive Engineer,**
**South2 Division**
**BWSSB,11th main,35th cross**
**4th T Block, Jayanagar,**
**Bangalore-560011**

## Table of Clauses


**A. General** **Page No.**

1. Scope of Tender 8
2. Eligible Tenderers 8
3. Tender Capacity 8

**B. Tender Documents**

1 4. Content of Tender documents 9
5. Amendment of Tender documents 9

**C. Preparation of Tenders**

6. Documents comprising the Tender 9
7. Tender prices 9
8. Tender validity 10
9. Tender Processing Fee and Earnest money deposit 10
10. Format and signing of Tender 10

**D. Submission of Tenders**

11. Tendering through E-procurement system: 11
12. Deadline for submission of Tenders 11
1 13. Late Tenders 11
2 14. Modification and Withdrawal of Tenders 12

**E. Tender opening and evaluation**

1
2 15. Tender Opening 12
16. Process to be confidential 12
17. Clarification of Tenders 12
18. Examination of Tenders and determination of responsiveness 13
19. Correction of errors 13
20. Evaluation and comparison of Tenders 13

## F. Award of contract

21. Award criteria 14
22. Employer's right to accept any Tender and to reject any or all Tenders 14
23. Notification of award and signing of Agreement 14
24. Security deposit 14
25. Corrupt or Fraudulent Practices 15

# A. General

## 1. Scope of Tender

The Executive Engineer [1] (Referred to as Employer in these documents) invites tenders from eligible tenderers, for the "**Estimate for the work of shifting of 100mm dia DI line at Jayanagar 22nd Cross Road & 11th Main road from 3rd Block Junction to Cool Joint, Jayanagar 4th block under Jayanagar s/s of AEE (S)-2-1 Sub Dvn.**
(as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

## 2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka
2.2 Tenders from Joint ventures are not acceptable.

## 3. Qualification of the Tenderer:

[All Tenderers shall upload to the e-procurement portal https://eproc.karnataka.gov.in the requested information accurately and in sufficient detail as also the requested documents as stipulated in Section 3: Qualification information]

3.1 All tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Form of Tender and Qualification information.
3.2.1 To qualify for award of this contract, each tenderer in its name should have in the last five years i.e. 2019-2020 to 2023-2024)[2]

1

2

1 (a) achieved in at least two financial years a minimum financial turnover (in
**0** all classes of civil engineering construction works only) of **Rs. 42.81 Lakhs**
*1* [3](*usually not less than two times the estimated annual payments under this*
*2* *contract*)*;
*3* (b) satisfactorily completed(*at least 50% of the contract value*), as prime
*4* contractor, at least one similar work of value
*5* not less than Rs**.21.40Lakhs**.

3.2.2 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

**Assessed available tender capacity = ( A*N*2.5-B )**

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to ———— [4] price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at ———— [5]price level, of existing commitments and on-going works to be completed during the next.....years (period of completion of the works for which Tenders are invited)*

***Note:*** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent*.*

3.2 Even though the tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

3
*
4
5
*

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

## B. Tender documents

### 4. Content of Tender documents

4.1 The set of tender documents shall have all the Sections given in Page 2:

4.2 The tender documents are available online on the website http://eproc.karnataka.gov.in. The tender documents can be **downloaded free of cost.**

### 5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda/corrigendum which shall be posted on the e-

procurement portal https://eproc.karnatka.gov.in and efforts would be made to send e-mail communications to all the registered tenderers.

5.2 Any addendum thus issued shall be part of the tender documents and shall be notified as addendum/corrigendum in the e-procurement portal, which shall be binding on all the prospective tenderers.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below. This shall be notified in the e-procurement portal.

## C. Preparation of Tenders

### 6. Documents comprising the Tender

6.1 The tender submitted in e-procurement by the Tenderer shall contain the documents as follows:

(a) Scanned copies of Qualification Information as per formats given in Section 3;
(b) The form of Tender (in the format indicated in Section 4)
(c) Priced Bill of Quantities shall be quote in e-procurement portal only.

& any other materials required be completing and submitting by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

### 7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer in online.

7.2 The bidder shall make online entries to fill in the unit rates in figures for all items of the Works described in the Bill of Quantities, the system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total bid value. Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or
for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

[The tenderer shall complete the Contractor's tender using the Form as given in Section 4. The completed Contractor's Tender shall be uploaded through the procurement portal]

## 8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable or e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

## 9. Tender Processing Fee and Earnest money deposit

9.1 The Tenderers are required to pay (in the method as detailed in ITT Clause 9) as a part of his tender, the requisite tender processing fee as per details available on the e-procurement portal. The tenderers shall also furnish, as part of his tender, earnest money deposit in the amount as shown in column 4 of the Table of IFT for this particular work. This earnest money deposit amount should be made in full in the method as detailed in ITT Clause 9.2.The details of payment of tender processing fee and earnest money deposit shall be filled in the Form given in Section 4 and uploaded along with tender.

9.2 The tender processing fee and the tender security as specified in the Table of IFB shall be denominated in Indian Rupees and shall be paid in the e-procurement portal using any of the following payment modes:
-Credit Card
-Direct Debit
-National Electronic Funds Transfer (NEFT)(offline Payment)

9.3 The tenders of those tenderers who have not paid the tender processing fee as well as earnest money deposit as detailed in Clause 9.2 of the ITT will be rejected by the system and tenderers would not be able to submit their tenders. Any tender not accompanied by an acceptable earnest money deposit and

not secured as indicated in Sub-Clauses 9.1 9.2 and 9.3 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) If the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

**10. Format and signing of Tender**

Tenderer shall submit the Bid electronically before the submission date and time published in eprocurement portal.

**D.**

## D. Submission of Tenders

**11. Tendering through E-procurement system:**

11.1 The Tenderer should submit the tenders through e-Procurement Porta. No other modes of submission are permitted. The tendering is through website https://eproc.karnataka.gov.in . Detailed guidelines for viewing of tenders and submission of online tenders are given in the website. The prospective tenderers can submit their tender online. However the tenderers are required to have enrolment/registration in the web site and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies as given in the e-procurement portal. The tenderers should register in the web site https://eproc.karnataka.gov.in. After this, the tenderers can log in the site through the secured login.

11.2 **The tenderers are requested to go through the tender documents carefully and submit the required information and documents without exception to avoid risk of rejection of tenders.**

11.3 The tenders shall submit online all the requirements. All the documents are to be signed digitally by the tenderer. After electronic online tender submission, the system generates a

unique tender reference number which is time stamped. This shall be treated as acknowledgement of tender submission.

## 12. Deadline for submission of the Tenders

12.1 Tenders must be submitted/uploaded no later than hours on ..... . [9] The e-procurement platform will not accept the tenders after the stipulated date and time (as per the clock of the e-procurement platform)

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline. The amendment/notification shall be notified in the e-procurement platform.

## 13. Late Tenders

13.1 Tenders cannot be uploaded by the tenderers after the deadline for submission/uploading of tenders (as per the clock of the e-procurement platform) prescribed by the Employer.

## 14. Modification and Withdrawal of Tenders

14.1 In the **"My Bids"** section of the e-procurement portal, the tenderers can view the status of their tenders and decrypt tender(i.e. in cases where the Tenderer has chosen to encrypt the tender using his own public key) for modification or withdrawal before the stipulated date and time for submission/ uploading.

14.2 Tenderers may cancel/modify their tenders before the deadline for submission of the tenders.

14.3 For modification of tenders, the tenderers need not make any additional payment towards the cost of tendering process. For tender modification and consequent re-submission, the tenderer is required to cancel his bid submitted earlier (only the financial is cancelled. All the uploaded documents would be there). The last modified tender submitted by the tenderer within the tender submission time shall be considered as the tender. **For this purpose, modifications/withdrawal by other means will not be accepted**. In online system of tender submission, the modification/cancellations is allowed any number of times. The tenderers may cancel its bid by clicking on the cancel button in the MY Bids Section before the deadline

9

for submission of tenders, however if the tender is cancelled and not resubmitted within the stipulated time on the last date of submission of tenders, it would deemed to be withdrawn.

14.4 No tender may be modified/ cancelled online after the deadline for submission of tenders.

14.5 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 8.1 above or as extended pursuant to Clause 8.2 is not allowed in the e-procurement system. If the tenderer does the same through any other medium, then it may result in the forfeiture of the earnest money deposit pursuant to Clause 9.

## E. Tender opening and evaluation

### 15. Tender Opening:

15.1 The Employer will open/unlock the tenders of all the Tenderers uploaded through e-procurement platform as specified above, including modifications made pursuant to Clause 14 online at Hours on in the presence of tenderers or their authorized representatives, who choose to be present at the stipulated place as notified in the procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day. The tenderers can also view the contents of tenders after the opening of the tenders. The tenderer's representatives who are present shall produce authorization letter and shall sign evidencing their attendance

15.2 Deleted

15.3 The Tenderers names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 13. Tenders [*and modifications*] sent pursuant to Clause 14 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

15.4 The Employer shall prepare minutes of the Tender opening, including the Information disclosed to those present in accordance with Sub-Clause 15.3.

### 16. Process to be confidential

16.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

## 17 Clarification of Tenders

17.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

17.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so by uploading on the e-procurement portal.

17.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

## 18. Examination of Tenders and determination of responsiveness

18.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a)meets the eligibility criteria defined in Clause 2; and; (b) has been properly signed (c)is accompanied by the required earnest money deposit and substantially responsive to the requirements of the Tender documents.

18.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

18.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive

by correction or withdrawal of the nonconforming deviation or reservation.

## 19. Correction of errors: Deleted

## 20. Evaluation and comparison of Tenders

20.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 18.

20.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Deleted

(b) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

20.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

20.4 Deleted

20.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 24.1 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

# F. Award of Contract

## 21. Award criteria

21.1 Subject to Clause 23, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

## 22. Employer's right to accept any Tender and to reject any or all Tenders

22.1 Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

## 23. Notification of award and signing of Agreement

23.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter [*hereinafter and in the Conditions of Contract called the "Letter of Acceptance"]* will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract [*hereinafter and in the Contract called the "Contract Price"].*

23.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 24.

23.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

23.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

## 24. Security deposit

24.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 3% of the Contract price plus additional security of 50% for unbalanced tenders in accordance with Clause 20.5 of ITT and Clause 37 of the Conditions of Contract. :

- Cash or Banker's cheque/Demand draft,/Pay Order in favour of Chairman, BWSSB, from a Nationalized / Scheduled Indian Bank Payable at Bangalore
- A bank guarantee from a Nationalized / Scheduled Indian Bank in the form given in Section 10; or
- Specified Small Savings Instruments pledged to BWSSB

24.2 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

24.3 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 24.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

## 25. Corrupt or Fraudulent practices

25.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

25.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

## SECTION 3: QUALIFICATION INFORMATION

**TABLE OF FORMS:**

- **FORM OF TENDER**
- **QUALIFICATION INFORMATION**
- **LETTER OF ACCEPTANCE**
- **NOTICE TO PROCEED WITH THE WORK**
- **AGREEMENT FORM**

### Form of Tender

Description of the Works: **"Estimate for the work of shifthing of 100mm dia DI line at Jayanagara 22nd Cross Road & 11th Main road from 3rd Block Junction to Cool Joint, Jayanagar 4th block under Jayanagar s/s of AEE (S)-2-1 Sub Dvn.**

**Tender** to : Executive Engineer, South 2 Division, BWSSB,

Address: Jayanagar 4th T Block Bangalore-11

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price as indicated in the Price ..... [*in figures*] (.....)[*in letters*].

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____
Name of Tenderer _____

Address: ----------

**Note: This Form has to be duly completed, signed and uploaded on the e-procurement portal.**

## Qualification Information

The Tenderer shall carefully fill in the herein required information completely and upload all the documents as requested in complete form. The information to be filled in by the Tenderer hereunder will be used for purposes of determining the Tenderer's eligibility to tender, to determine his capacity to perform the contract as provided for in Clause 3 of the Instructions to Tenderers. Incomplete and insufficient furnishing of information and not uploading the requested documents may result in rejection of the Tender. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [*Attach copy*]

Place of Registration

_____ [*Attach copy*]

Principal place of business:

_____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)[14]

2019 - 20[1]3 _____

2020-21_____

2021– 22_____

2022– 23_____

2023– 24 _____

**P & L certified by the Chartered accounted**

1.3 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

**(A)** Existing commitments and on-going works:

_____

1

1

| Description of Work | Place& State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. lakhs) | Stipulated period of completion | Value of works[15] remaining to be completed (Rs. lakhs) | Anticipated date completion |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |
| | | | | | | | |

**(B) Works for which Tenders already submitted:**

| Description of Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. lakhs) | Stipulated Date period of completion | when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |
| | | | | | | |

1.4. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer

**NOTE: The following Forms mentioned below are for the information of the Tenderer. It is not to be completed and uploaded by the Tenderer on the e-procurement portal**

## Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

_____

1

_____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 29.1 of ITT for an amount of Rs.—————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

---

**Issue of Notice to proceed with the work**

(letterhead of the Employer)

———————— (date)

To

————————————————— (name and address of the Contractor)

—————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 24.1 and signing of the contract agreement for the construction of ————[6] Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

[6]

(Signature, name and title of signatory authorized to sign on behalf of Employer)

## Agreement Form

**Agreement**

This agreement, made the _____day of _____20_____,
between_____
_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____
_____[ name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said _____
in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

## SECTION 4: CONDITIONS OF CONTRACT

### Table of Contents


| | | |
|---|---|---|
| **A.** | **General** | **Page No.** |
| 1. | Definitions | 21 |
| 2. | Interpretation | 21 |
| 3. | Law governing contract | 22 |
| 4. | Employers decisions | 22 |
| 5. | Delegation | 22 |
| 6. | Communications | 22 |
| 7. | Subcontracting | 22 |
| 8. | Other Contractors | 22 |
| 9. | Personnel | 22 |
| 10. | Employer’s and Contractor’s risks | 22 |
| 11. | Employer’s risks | 22 |
| 12 | Contractor’s risks | 23 |
| 13 | Query about Contract Data | 23 |
| 14 | Contractor to construct the Works | 23 |
| 15. | The Works to be completed by Intended Completion Date | 23 |
| 16 | Safety | 24 |
| 17. | Discoveries | 24 |
| 18. | Possession of the Site | 24 |
| 19. | Access to the Site | 24 |
| 20. | Instructions | 24 |
| **B.** | **Time Control** | |
| 21. | Program | 24 |
| 22. | Extension of the Intended Completion Date | 25 |
| 23. | Delays ordered by the Employer | 25 |
| 24. | Management meetings | 25 |
| **C.** | **Quality Control** | |
| 25. | Identifying defects | 25 |
| 26. | Tests | 25 |
| 27. | Correction of defects | 25 |
| 28. | Uncorrected defects | 25 |
| **D.** | **Cost Control** | |
| 29 | Bill of Quantities (BOQ) | 26 |

30 Variations 26
31. Payment for Variations 26
32. Submission of bills for payment 27
33 Payments 27
34. Compensation events 27
35. Tax 27
36. Liquidated damages 28
37. Cost of repairs 29
**E Finishing of Contract**
38. Completion 29
39. Taking Over 29
40. Final account 29
41. As built drawings and/or Operating and Maintenance Manuals 29
42. Termination 29
43 Payment upon termination 30
44. Property 30
45. Release from performance 30

**F Special Conditions of Contract** 31

## Conditions of Contract
## A. General

### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

**Compensation events** are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## 2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

## 3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

## 4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

## 5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

## 6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

## 7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations

## 8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

## 9. Personnel

9.1 The Contractor shall employ the technical personnel [*of number and qualifications]* as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

## 10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

## 11. Employer's risks

11.1 The Employer is responsible for the expected risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the works, other than the Contractor’s design.

## 12. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## 13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

## 14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

## 15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

## 16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

## 17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

## 18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

## 19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

## 20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

## B. Time Control

### 21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

### 22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

### 23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

### 24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

## C. Quality Control

### 25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not

affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

## 26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

## 27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

## 28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

1

# 2 D. Cost Control

## 29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

## 30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer

**31. Payments for Variations**

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

## 32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

## 33. Payments

33.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed programme, payment is subject to availability of the grants.

33.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

## 34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

## 35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

## 36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

## 37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

### 38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

### 39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

### 40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

### 41. As built drawings and /or Operating and Maintenance Manuals

41.1 If “as built”[7] Drawings[17] and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### 42. Termination

42.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

---

7

1

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.”

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## 43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

## 44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

## 45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

# F. Special Conditions of Contract

## 1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**2. Compliance with labour regulations :**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

**3. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in

this respect in future by the State or Central Government or the local authority.

## SECTION 5: CONTRACT DATA

**Items marked "N/A" do not apply in this Contract.**

The following documents are also part of the Contract:
**Clause Reference**

The Employer is : Executive Engineer

Name: Mr. Raghavendra Ramaswamy
[1.1]

Address: Executive Engineer, South2 Division
BWSSB, 11th main,35th cross,
4th T Block, Jayanagar,
Bangalore-560041.

Name of authorized Representative: Mr Raghavendra Ramaswamy
The name and identification number of the contract is
[1.1]
BWSSB /EES2//PB/ /2023-24/ Dt:

**"Estimate for the work of shifthing of 100mm dia DI line at Jayanagara 22nd Cross Road & 11th Main road from 3rd Block Junction to Cool Joint, Jayanagar 4th block under Jayanagar s/s of AEE (S)-2-1 Sub Dvn.
".**

The start date shall be the date of issue of notice to proceed with the work.
[1.1]

The Intended Completion Date for the whole
of the Works is ----------[8] [15, 22]

The following documents also form part of the Contract: [2.2]
_____
_____

The Site Possession Date is:
[18]
[1.1]

and is defined in drawings nos._____
The Defects Liability Period is 365 days.
[27]

[8]

The liquidated damages for the whole of the works are Rs. ————————————— (amount) per day[9]
[36]

The maximum amount of liquidated damages for the whole of the works [36]
is ten percent of final contract price.
The date by which "as-built"[10] drawings (in scale …) in 2 sets are required is within 30 days of issue of certificate of completion.
[41]

The amount to be withheld for failing to supply "as built"[11] drawings by the date required is Rs._____
[41]

The following events shall also be fundamental breach of the contract :
[42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent. [43.1]

**Executive Engineer,**
**South2 Division**
**BWSSB,11th main,35th cross**
**4th T Block, Jayanagar,**
**Bangalore-560041**

9

10

11

**SECTION 6: SPECIFICATIONS**

**SECTION 7: DRAWINGS**

## SECTION 8: BILL OF QUANTITIES

| | | | | Rate (Rs) | | |
|---|---|---|---|---|---|---|
| Sl. No | Description of item (with brief specification and reference to Book of specification) | Quantity | Unit | In figures | In words | Amount (Rs) |
| | | | | | | |
| **Total Tender Price (in figures)** | | | | | | |
| **(in words)** | | | | | | |

**Note:**

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITB Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITB Clause 24.1 (b)]

## SECTION 9: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [12] Rupees_____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][13]as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

---

[12] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[13] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____